

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND
AND THE POLICE OFFICERS
ASSOCIATION
(2010-2011)**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the Wheatland Police Officers Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I - RECOGNITION:

Pursuant to the provisions of the City employer-employee relations rules and regulations and the Meyers-Millias-Brown Act, the City has recognized the Association as the exclusive recognized bargaining agent for the employees in the sworn Police Employees Unit for the purpose of establishing salaries, wages, hours and working conditions. The Sworn Police Employees Unit is a bargaining unit consisting of the City employees in the positions listed on Attachment A. This MOU shall apply to all employees in the bargaining unit.

ARTICLE II - NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age (40 or over), national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sexual orientation (including heterosexuality, homosexuality, and bisexuality), political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this MOU for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this MOU in compliance with state or federal anti-discrimination laws.

ARTICLE III - COMPENSATION PLAN:

Section 1: Salary ranges effective beginning with the pay period beginning in June 28, 2010, are listed in Attachment "A" (unchanged from 2009-10).

Section 2: The parties have determined that an appropriate cost of living adjustment for 2010-2011 would be 1.8%, except that, due to reduced City revenues, the City cannot afford the COLA increase at this time. The parties therefore agree to defer the COLA increase for possible implementation at some later time, as provided in section 5 below.

Section 3: Officers with 5 years of full time service shall receive a 5% Longevity Pay increase on the anniversary of the Officers hire date and shall also receive an additional 5% Pay increase for every 5 years of service thereafter.

Bilingual incentive pay of 2.5% of base pay shall be established and available for all represented classifications for language fluency in either Spanish or Hmong. Pay may be

authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Field Training Officer incentive pay of 2.5% of base pay shall be provided to represented individuals who are actively performing the duties of a Field Training Officer during the duration of that service.

Section 4: Furloughs. There shall be mandatory furloughs for all members of the bargaining unit. Each employee shall take one unpaid furlough day per month. The Police Chief shall determine the furlough day schedule and implementation for the covered employees.

Section 5: Compensation Benefit Reevaluation. The parties agree to meet approximately every 90 days during the term of this MOU (on or about October 1, 2010, January 1, 2011 and April 1, 2011) to discuss a feasible method to incrementally return the reduced compensation benefits (i.e., deferred COLA, furlough days) when the City's fiscal health improves or alternately provide for the reconsideration of wages, hours and working conditions if the City's fiscal health declines further. Any change of benefits shall be subject to subsequent agreement between the City and Association. Nothing in this section shall effect the City's options under article XXII (Adverse Financial Impact).

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Wheatland Personnel Rules and Regulations (adopted by City Council Resolution No. 27-06), as the same may be amended from time to time. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

ARTICLE V - RETIREMENT:

Section 1: Employees covered by this MOU will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through "The Hartford" or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern an employee's rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the employees; and the employees contribute an equivalent amount on their own behalf.

Section 3: To the extent allowed by law, the City agrees to utilize one time revenues to contribute to a retirement system wherein effective June 30, 2008 the City did begin contributing 7% of each employee's base pay matching a 3% employee contribution towards a retirement plan. There will be no City contribution for an employee without the employee agreeing to the matching 3% employee contribution. It is understood that these City contributions are being funded from one time revenues that may not be available to continue this benefit in future years. If replacement revenues are not identified, these benefits may be subsequently modified or discontinued. The terms of the approved retirement plan shall govern an employee's rights to participate in the plan.

ARTICLE VI. DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS: City shall pay 100% of the employee's premium for the approved Kaiser health insurance plan. The City's payment amount shall be based on the Kaiser employee-only plan with the \$50 co-payment amount. Any premium costs over this amount, including any dependent coverage costs, shall be paid by the employee. The terms of the various insurance policies and plans shall govern an employee's rights to the insurance benefits.

The City will provide a Health Savings Account option for employees using the individual employee's insurance premium rate as the basis for contributing to the HSA if that option is selected.

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (at July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive 50% of the individual's premium cost per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII - DISABILITY INSURANCE:

All regular full-time employees will participate in the City's disability insurance program and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements. . The terms of the insurance policy or plan shall govern an employee's rights to the insurance benefits.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance for each regular full time employee in the amount of \$50,000. The terms of the insurance policy or plan shall govern an employee's rights to the insurance benefits.

ARTICLE X - UNIFORM ALLOWANCE

The City will provide a uniform allowance of up to \$1,000.00 per year per officer. The City will set up a non-taxed "Expense Reimbursable" account payable to each represented employee. The City will reimburse the individual Officer after the Officer has returned a receipt for money

spent to the City Clerk. The monies paid to the Officer will be non-taxed. Each Officer would assume any expense that exceeds the \$1,000.00 maximum.

ARTICLE XI – ADVANCED EDUCATION/CERTIFICATION INCENTIVES

The following pay incentives will be granted to each represented employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associate Degree (A.S. or A.A.) or 60 to 119 college semester units = 2%
- Bachelor's Degree (B.S. or B.A.) or 120 to 169 college semester units = 2%
- Master's Degree (M.S. or M.A.) or 170 to 220 college semester units = 2%
- Doctorate or equivalent or 221+ college semester units = 2%
- Other degrees as defined by their units (Law degree, M.B.A., etc.)
- Basic POST Certificate = 1.5% (does not include Academy Certificate)
- Intermediate POST Certificate = 2%
- Advanced POST Certificate = 2%
- Supervisor's/Management POST Certificate = 2%

ARTICLE XII – PERSONAL CELL PHONE USE REIMBURSEMENT

Sworn employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$25.00 per month. For ease of accounting/processing this reimbursement shall be made annually in the month of December..

ARTICLE XIII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on POA business and/or an issue related to said employee's conditions of employment. The employee's supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XIV - CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the management decisions;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology and extent of services to be provided to the public;
- e. To determine methods of financing;

- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work hours, schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this MOU and applicable Resolutions and Codes of the City.
- o. To establish, modify, determine or eliminate job descriptions and job classifications and allocate City positions to such classifications.
- p. To promulgate, modify and enforce work, safety, health and property protection rules and regulations.
- q. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.

ARTICLE XV - EMPLOYEE RIGHTS:

The following are employee rights:

Section 1. To form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2. To refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City.

Section 3. To reasonable use of City facilities for meetings upon timely written or oral request stating the purpose, date and time of such use, provided the use shall not interfere with the regular course of City business.

ARTICLE XVI - ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXVIII, Prohibited conduct, Section 1, the

Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXVII, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXVII, Prohibited conduct, Section 1.

ARTICLE XVII - NO STRIKE--NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XXVI, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XVIII - ENTIRE MEMORANDUM OF UNDERSTANDING:

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XIX. WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XX - EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXI- ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this agreement, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of five percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXII - SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXIII - FULL FORCE EFFECT

All provision of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE XXIV- TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this Memorandum of Understanding shall commence on June 28, 2010, and shall continue in full force and effect through June 30, 2011.

ARTICLE XXV - RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the

City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this ____ day of July, 2010.

CITY OF WHEATLAND

WHEATLAND POLICE OFFICERS
ASSOCIATION

Stephen L. Wright

Oscar Magana